

CITY COUNCIL  
OF  
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2021-01 (As Amended)

Introduced by \_\_\_\_\_ Council President Glenn

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 33  
AND 34 OF THE CITY CHARTER AND THE LOCAL  
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF  
MARYLAND TO ADOPT A GEO CACHE POLICY**

**WHEREAS**, the Mayor and City Council of Havre de Grace are charged with the management, oversight, and use of City property for public purposes and in furtherance educational and charitable purposes; and

**WHEREAS**, “geocaching” has become a popular trend involving the use of cell phone technology and global positioning systems (GPS) to create a virtual treasure hunt, which may include educational information about local museums and historical sites; and

**WHEREAS**, the public parks in the City of Havre de Grace (“City”) have become a popular location for the placement of geo cache; and

**WHEREAS**, the City desires to grant permission for persons to place geo cache on City Property to promote the educational and charitable use of City property.

**NOW THEREFORE**, it is *determined, decided, and resolved by the City Council* that:

- a. Persons or organizations desiring to place geo cache on City property shall be required to enter into a license agreement substantially in the form as shown on Exhibit A.
- b. Each such license is to be considered by the City Council as all other licenses are processed, *except there shall be no fee associated with geo cache permits.*
- c. This Resolution and form of Geo Cache License shall be described and placed on the City’s website.
- d. The City administration shall review the location of geo cache around the City and report to City Council on or before June 30, 2021 regarding any recommended changes or updates to the Geo Cache policy.

[Signatures to follow on next page.]

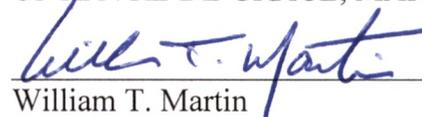
*ADOPTED by the City Council of Havre de Grace, Maryland this 4<sup>th</sup> day of January, 2021.*

*SIGNED by the Mayor and attested by the Director of Administration this 5<sup>th</sup> day of January, 2021.*

ATTEST:

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE, MARYLAND

  
\_\_\_\_\_  
Patrick D. Sypolt  
Director of Administration

  
\_\_\_\_\_  
William T. Martin  
Mayor

Introduced: 01/04/2021

Passed/Adopted: 01/04/2021

Effective Date: 01/05/2021

EXHIBIT A TO RESOLUTION 2021-01 (As Amended)



# City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078  
WWW.HAVREDEGRACEMD.COM

410-939-1800

## GEO CACHE PERMIT AND LICENSE AGREEMENT

This AGREEMENT (“LICENSE”) is made this \_\_ day of \_\_\_\_\_, 2021, between the Mayor and City Council of Havre de Grace, Maryland (“City”), and \_\_\_\_\_ (“LICENSEE”). The City agrees to allow the LICENSEE to place Geo Cache on City property on the following terms and conditions.

1. Contact information of LICENSEE:

Address: \_\_\_\_\_;

Phone: \_\_\_\_\_; Driver’s License No. and State: \_\_\_\_\_;

Email: \_\_\_\_\_

2. Type of Cache - LICENSEE desires to place (check all that are appropriate):

\_\_\_\_\_ Geo Cache

\_\_\_\_\_ Virtual Cache

\_\_\_\_\_ Other (Describe) \_\_\_\_\_

3. Location of Cache in Havre de Grace, Maryland

Geo Cache site location approval is subject to review by the City’s Director of Administration and/or the Director of the Department of Public Works.

Park Name: \_\_\_\_\_

Physical Location Description: \_\_\_\_\_

Cache GPS Coordinates: \_\_\_\_\_

Waypoint ID: \_\_\_\_\_

If multi-cache, list additional locations: \_\_\_\_\_

Website Referencing Cache: \_\_\_\_\_

4. Container – Geo Cache is placed in (initial each requirement) (not required for virtual cache)
  - a. Is in a non-breakable container  yes  no
  - b. Does not contain inappropriate or dangerous items  yes  no
  - c. Is not buried or placed in a protected area  yes  no
  - d. Is in a place approved by the City  yes  no
5. Monitoring and Prohibited Cache. LICENSEE agrees to monitor the cache monthly and agrees that such cache will be in good condition at all times and will remain family friendly. This means that cache should contain NO food, alcohol, firearms, drugs, dangerous items, or adult items.
6. City Right to Remove. LICENSEE agrees that the City has the right to search the geocache and/or remove it at any time without cause at the sole expense of the LICENSEE.
7. Application Fee. None required.
8. Other Costs. LICENSEE is required to pay all costs associated with placement, removal, and/or maintaining of the cache.
9. Indemnity. The LICENSEE shall indemnify and save harmless the City and its employees and agents from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs, and expenses in any manner arising out of or in connection with any injury, death, loss, or damage related to the LICENSEE’s placement of geocache on public property, the LICENSEE’s conduct, or the LICENSEE’s breach of the LICENSE.
10. Term. This Agreement shall remain in force for a period from the date of signing through December 31, 2021, unless the City terminates or modifies this Agreement. In its sole discretion, the City Council may renew or extend this Agreement upon the request of the LICENSEE.
11. Entire Agreement. The Parties agree that this document contains the entire Agreement.

12. No Waiver. The LICENSEE agrees that the City's failure to enforce any of the terms herein shall not constitute a waiver.
13. Venue/Choice of Law. This is a Maryland contract and the parties hereto agree that the laws of Maryland shall apply to any disputes arising under the LICENSE. Harford County is the sole venue for any dispute.
14. No Assignment. This LICENSE may not be assigned by the LICENSEE without the express written consent of the City Council in its sole discretion, which continuation may be permitted if the proposed assignee continues agrees to be bound for the remainder of the LICENSE term.
15. Specific Enforcement/Attorneys' Fees. In any legal action to enforce the terms of this LICENSE, for declaratory action, or to recover damages for breach of the terms of this LICENSE filed by any party, the City shall be entitled to recover reasonable attorneys' fees and costs from the LICENSEE or its successor or assigns for its successful prosecution or defense of such claims.

WITNESS our hands and seals.

WITNESS/ATTEST:

LICENSEE:

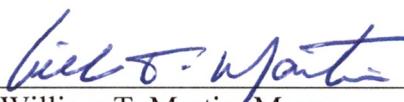
\_\_\_\_\_

\_\_\_\_\_  
Signature

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE, MARYLAND

\_\_\_\_\_  
Patrick D. Sypolt  
Director of Administration

  
\_\_\_\_\_  
William T. Martin, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
April C. Ishak, City Attorney

THIS LICENSE AGREEMENT RELATES TO  
PERMIT # \_\_\_\_\_, IF APPLICABLE